

EXHIBIT D



**Transcript of Proceedings had in
Lucia Miranda v. Pexco, LLC**

Taken On: August 23, 2023

Royal Reporting Services, Inc.
Phone: 312.361.8851
Email: info@royalreportingservices.com
Website: royalreportingservices.com

Lucia Miranda v. Pexco, LLC
Proceedings had on 8/23/2023

Page 1

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION

LUCIA MIRANDA, Individually and)	
for Others Similarly Situated,)	
)	
Plaintiff,)	
)	
vs.)	No. 2021 CH 02127
)	
PEXCO, LLC, a Delaware limited)	
liability company,)	
)	
Defendant.)	

REPORT OF PROCEEDINGS had at the hearing
via videoconference in the above-entitled cause before
the HONORABLE PAMELA MCLEAN MEYERSON, Judge of said
Court, commencing at 2:11 p.m. on August 23rd, 2023.

Lucia Miranda v. Pexco, LLC
Proceedings had on 8/23/2023

Page 2

1 APPEARANCES (via videoconference):

2 EDELSON, PC
3 MS. ZOE E. SEAMAN-GRANT
350 North LaSalle Street
14th Floor
4 Chicago, Illinois 60654
Phone: 312.589.6370
5 E-mail: zseaman-grant@edelson.com

6 On behalf of the Plaintiff;

7 SEYFARTH SHAW, LLP
8 MS. DANIELLE M. KAYS
233 South Wacker Drive
Suite 8000
9 Chicago, Illinois 60606
Phone: 312.460.5000
10 E-mail: dkays@seyfarth.com

11 On behalf of the Defendant.

12 * * * * *

13
14
15
16
17
18
19
20
21
22
23
24

Lucia Miranda v. Pexco, LLC
 Proceedings had on 8/23/2023

Page 3

1 (Whereupon, proceedings were had via
 2 videoconference.)
 3 THE COURT: We are here on Miranda vs. Pexco, LLC,
 4 2021 CH 2127. We're here for argument on the motion to
 5 dismiss.
 6 Who do we have with us?
 7 MS. SEAMAN-GRANT: Good morning -- or good
 8 afternoon, I guess, Your Honor. Zoe Seaman-Grant for
 9 plaintiff.
 10 THE COURT: Okay. You're muted.
 11 MS. KAYS: Good afternoon. Danielle Kays on behalf
 12 of defendant.
 13 THE COURT: All right. So I took a look at your
 14 briefs, and I'm ready to hear your arguments, starting
 15 with the movant, defendant.
 16 MS. KAYS: Thank you, Your Honor.
 17 We move to dismiss because, under the language
 18 of the statutes, government contractors are exempted.
 19 The query is whether the defendant was a contractor. The
 20 statute says nothing in this act shall apply to a
 21 contractor, subcontractor, or agent of the state agency
 22 or local unit of government when working for that state
 23 agency or local unit of government.
 24 The only case that decided this issue was the

Page 5

1 local government contractors should be the same. But,
 2 regardless, again, it's very clear that they are a local
 3 unit government contractor and have been since 2013.
 4 So we move to dismiss on that basis.
 5 We also move to dismiss and strike the --
 6 THE COURT: That's a 2-619 motion, right?
 7 MS. KAYS: Yes, correct.
 8 THE COURT: Okay.
 9 MS. KAYS: Per our 2 -- our 5/2-615 motion, we also
 10 move to strike for failure to state a claim for damages.
 11 You know, in a nutshell, there is no evidence at all that
 12 distinguishes this from any other -- I'm sorry. Strike
 13 that.
 14 There's no assertions and there's no claims --
 15 there's no pleading at all that distinguishes this from
 16 any other BIPA case. It's just a conclusory statement
 17 that the plaintiff is entitled to damages for reckless
 18 conduct, and there's no statement in there of why -- or
 19 facts to support the claim that damages are -- or should
 20 be awarded under the reckless damages provision.
 21 THE COURT: Did you cite any case that said that
 22 that is an element that has to be pled in a BIPA claim?
 23 MS. KAYS: We cited a number of cases, Your Honor,
 24 the Rogers vs. CSX. We also cited --

Page 4

1 First Circuit Court of Appeals, Enriquez vs. Navy Pier.
 2 And in that decision, they interpret it as we suggest,
 3 that the inquiry is whether the entity was performing
 4 services for the contract.
 5 Nothing in the act says that the plaintiff had
 6 to work for the government contract. Nothing in the act
 7 even references the individual at all. The exemption is
 8 on behalf of the entity; and, therefore, we're moving to
 9 dismiss based on this exemption under BIPA. As we stated
 10 in our briefs, Pexco, beginning in 2013, including in
 11 2016, when the plaintiff worked at Pexco and through the
 12 present, has been a government contractor. Specifically
 13 with respect to the local unit of government, as stated
 14 in the -- in the BIPA exemption, they had a contract with
 15 Chicago Surface Mount Flexible Tubular Markets [sic].
 16 We've provided evidence from a declaration on
 17 behalf of defendants that shows that contract shows that
 18 they were continuing to do work and issued invoices on
 19 behalf of that contract throughout, but including, in
 20 2016. And because of that status as a government
 21 contractor, they're exempt.
 22 In addition, we've also cited that they were a
 23 federal contractor. And under the law again, the
 24 difference between federal contractors and state and

Page 6

1 THE COURT: I'm talking about specifically not --
 2 not what we have to plead to show the heightened damages,
 3 the \$5,000. But does there have to be -- is there any
 4 case that you've cited that says it is an element of the
 5 claim that you have to plead to the claim, the \$1,000 in
 6 damages?
 7 MS. KAYS: Both cases that we've cited have stated
 8 that in order to plead and seek damages for reckless
 9 conduct --
 10 THE COURT: No. Reckless would be the enhanced
 11 damages, would be the 5,000. I'm talking about the
 12 \$1,000.
 13 MS. KAYS: Oh, we have not cited -- well, I think
 14 what we're moving to strike, I believe, is the
 15 recklessness portion of the damages.
 16 THE COURT: You're not asking to strike the request
 17 for a thousand dollars in damages?
 18 MS. KAYS: They haven't cited facts to suggest
 19 negligence either, and I believe that the case --
 20 THE COURT: My question is whether there are any
 21 cases that say that, in order to seek the thousand-dollar
 22 damages, you'd have to allege in the complaint that there
 23 was negligence.
 24 MS. KAYS: I don't believe I've seen negligence -- I

3 (Pages 3 to 6)

Lucia Miranda v. Pexco, LLC
 Proceedings had on 8/23/2023

Page 7

1 don't have a case offhand that says that negligence has
 2 been stricken for failure to plead that. It's the
 3 heightened recklessness damages.
 4 THE COURT: Okay. Anything else?
 5 MS. KAYS: No, Your Honor. Thank you.
 6 THE COURT: All right. Ms. Grant.
 7 MS. SEAMAN-GRANT: Your Honor, on this government
 8 contractor argument, Pexco raises two government
 9 contracts, a federal contract as well as a contract with
 10 the City of Chicago. The problem for Pexco is that they
 11 don't show that they were working for those contractors
 12 when they collected plaintiff's and the proposed class's
 13 fingerprints.
 14 So we completely agree with defendant that the
 15 correct inquiry is whether an entity was working for a
 16 government contractor. The problem is, Pexco interprets
 17 the language "when working for" to simply mean that an
 18 entity has a government contract. Pexco doesn't provide
 19 any evidence that the fingerprinting was related to its
 20 fulfillment of those plastic contracts. They don't argue
 21 that they were required to collect employee fingerprints.
 22 They don't even argue that they were required to collect
 23 employee time pursuant to those contracts.
 24 So what Pexco is effectively asking for is a

Page 9

1 accurately," then it makes sense that the private entity
 2 would be permitted to, for instance, use biometric time
 3 tracking because that's an explicit requirement of the
 4 contract.
 5 But in contrast to this situation, where --
 6 that's really tangential, right? That's an internal
 7 Pexco policy that they've decided to implement. It's not
 8 something that the City of Chicago or the federal
 9 government required as part of their contract.
 10 So it's just a difference of opinion of what
 11 the "when working for" language itself means, because if
 12 you take Pexco's argument about "when working for" --
 13 that merely having a government contract gives a blanket
 14 exemption to BIPA, that would mean that any entity with a
 15 government contract would be universally exempt from BIPA
 16 in every circumstance, no matter how attenuated it is,
 17 from the government contract itself.
 18 It makes much more sense to embrace a more
 19 narrow reading of "when working for" that means the
 20 alleged BIPA violations arose out of or related to the
 21 contract itself. And that's entirely consistent with
 22 federal law on derivative immunity; for instance, in
 23 Campbell-Ewald v. Gomez, which we cite in our brief,
 24 which says that the derivative immunity is only limited

Page 8

1 mass of expansion of the subcontractor exception. They
 2 cite to the Enriquez case, which the First District
 3 decided. But Enriquez doesn't have anything to say about
 4 this case because in Enriquez, the defendant -- their
 5 entire existence was premised on fulfilling obligations
 6 for a public entity. So everything they did was pursuant
 7 to that government contract, which included direct
 8 delegation to do things like track employee time, you
 9 know, set working hours, and set employee policies.
 10 Here, Pexco hasn't provided similar evidence
 11 that it was -- delegated that authority or even told that
 12 it needed to collect employee time. The one piece of
 13 evidence they do cite --
 14 THE COURT: Would it make a difference if they were
 15 required to or not if they were, in fact, doing it?
 16 MS. SEAMAN-GRANT: Your Honor, I believe so because
 17 in that case, then, it would be an explicit requirement
 18 of the government contract.
 19 The whole point of the government contractor
 20 exception is, presumably, that the legislature didn't
 21 want to interfere with contracts between government
 22 entities and private parties. So in the case where the
 23 government contract explicitly says, "You need to track
 24 employee time; you need to, for instance, track it

Page 10

1 to when an entity is fulfilling roles and functions
 2 pursuant to that government contract.
 3 So a reading of BIPA "when working for" is
 4 highly consistent with the derivative immunity that
 5 already exists for federal contractors, and we think
 6 that's a much more appropriate understanding of the word.
 7 THE COURT: Just so I understand this argument, so
 8 you -- the statute says the exemption says that an entity
 9 is exempt under Section 25(e) if its contractor, unit --
 10 a unit of government and was working for that unit of
 11 government at the time it collected or disseminated
 12 biometric information. So is your argument that -- that
 13 at the time is not just related to -- that there needs to
 14 be a showing other than that there was a contract in
 15 place? What more are you looking for?
 16 MS. SEAMAN-GRANT: Yes, Your Honor. And I think
 17 maybe a hypothetical would help here.
 18 So, for example, law enforcement agencies
 19 frequently use private fingerprinting companies to
 20 perform fingerprinting for them. In that case, that
 21 would be clearly when working for the government agency.
 22 So if the private fingerprinting company, for instance,
 23 collected biometric fingerprints as part of that, we
 24 would say they were exempt from BIPA because it was part

4 (Pages 7 to 10)

Lucia Miranda v. Pexco, LLC
 Proceedings had on 8/23/2023

Page 11

1 of their government contract. They were clearly working
 2 for the government when they collected that biometric
 3 data.

4 In contrast, this is super dissimilar from
 5 that. You know, Pexco was not in any way collecting
 6 fingerprint data in order to produce plastic parts for
 7 the City of Chicago. So I think there are pretty clear
 8 instances; for instance, Navy Pier, when they delegate
 9 all decision-making authority, all employee timekeeping
 10 authority to the private entity itself.

11 So, yes, our view is that the "when working
 12 for" exemption needs to be related to the government
 13 contract. It's not satisfied by merely having a
 14 government contract.

15 THE COURT: Okay. Go ahead.

16 MS. SEAMAN-GRANT: Your Honor, I want to briefly
 17 touch on -- before I move on from the government contract
 18 argument, in defendant's response to plaintiff's
 19 sur-reply, they raise this Prevailing Wage Act argument,
 20 where they say that the Prevailing Wage Act required them
 21 to report wage and hour time tracking to the City of
 22 Chicago. But the portion of the contract that they cite
 23 says the Prevailing Wage Act only applies to contractors
 24 who are performing public work construction within the

Page 13

1 that the entity negligently or recklessly violated the
 2 act, but it is not, at the pleading stage, a substantive
 3 pleading requirement.

4 And as Your Honor pointed out, Pexco doesn't
 5 cite to cases that say that that pleading requirement is
 6 necessary at the pleading stage.

7 But further on, Pexco's argument that there's
 8 some sort of standard of care for BIPA, much of Pexco's
 9 argument is that there must be a reasonableness standard,
 10 and they essentially impose the common law negligence
 11 standard on BIPA. But a statute fixes its own standard
 12 of care, whereas here, it defines what a violation looks
 13 like and what a violation of the act constitutes.

14 BIPA simply does not incorporate a common law
 15 negligence standard because BIPA itself fixes the
 16 standard of care that entities need to follow. So to the
 17 extent that Pexco has any argument that it acted
 18 reasonably or that it used reasonable care, that's simply
 19 not relevant to evaluating whether an entity violated
 20 BIPA. It might be relevant in determining damages at a
 21 later stage, but at this stage, it has simply no
 22 relevance to the question.

23 And that's all, Your Honor.

24 THE COURT: Any rebuttal?

Page 12

1 meaning of the Illinois Prevailing Wage Act.

2 And, Your Honor, creating plastic tubes for
 3 the City of Chicago, Pexco makes no argument that that's
 4 a public work or that's construction for the City of
 5 Chicago. They don't make any argument that the
 6 Prevailing Wage Act actually applied in this case. They
 7 don't make any argument that the contract actually
 8 required them to collect wage and timekeeping for the
 9 City of Chicago. This is just not a case where there's
 10 any contractual obligation on Pexco to perform time
 11 tracking for either the federal or the local unit of
 12 government.

13 But on to Pexco's argument that there is some
 14 pleading standard that we have to meet regarding
 15 liquidated damages, Your Honor, almost every Court who
 16 has considered this have said that is not a substantive
 17 pleading requirement.

18 When the Supreme Court decided Rosenbach, the
 19 Supreme Court said that the only allegation that a
 20 plaintiff needs to prove is a violation of the act to
 21 show entitlement to seek liquidated damages. So
 22 Rosenbach simply says, If you can establish that an
 23 entity violated the act, then you are entitled to
 24 liquidated damages, should you be able to prove later on

Page 14

1 MS. KAYS: Yes, Your Honor.

2 So in plaintiff's opposition argument, she
 3 said that if we were required to track time under our
 4 agreement, then this exemption would apply. Not only
 5 does the provision about the prevailing wage rates say
 6 very roundly that the contractor is supposed to comply
 7 with all requirements of the act, that it's supposed to
 8 pay laborers, workers, and mechanics and all wages, the
 9 prevailing rate of wages, it also says that it's supposed
 10 to comply broadly, if you look at Section 3.3 and then
 11 3.3.1, with all ordinances, laws, rules, regulations,
 12 whether they are asserted in the contract and whether or
 13 not they appear in that.

14 It specifically says in this contract that we
 15 are required to track the hours of the workers. And
 16 given plaintiff's admission that if that were the case,
 17 then this would fall under their exemption, I think that,
 18 you know, their argument fails.

19 On top of it, they are presuming legislative
 20 intents --

21 THE COURT: It doesn't say that you have to track
 22 them using a biometric system, right?

23 MS. KAYS: No, but how it's being tracked -- and I
 24 think the plaintiff did not distinguish that it had to

5 (Pages 11 to 14)

Lucia Miranda v. Pexco, LLC
 Proceedings had on 8/23/2023

Page 15

1 say that it was being tracked via a biometric system.
 2 And the Court even asked if we were required to track
 3 time under this agreement, would the exemption apply?

4 And it specifically does talk about tracking
 5 the agreement. But, regardless, none of that is in the
 6 language of the statute. There's no -- plaintiff cited
 7 to no legislative intent. That's purely their argument.

8 And they can't cite, you know, that there's
 9 any implication that a government contractor needs to
 10 prove things in order to be deemed a government
 11 contractor under this exception. The language is very
 12 simple, and it simply says that -- excuse me. It simply
 13 says that it applies to an entity that is a contractor,
 14 subcontractor, or agent of the state or local unit of
 15 government, and it says when working for that state or
 16 local unit of government.

17 The appellate court has spoken that the
 18 inquiry is whether they're performing services. There's,
 19 again, nothing that says that we have to jump through
 20 hoops and say that this certain employee was working on
 21 the contract, that we were -- you know, their analogy
 22 about a fingerprinter working for a unit of government is
 23 no different than any other contractor that performs
 24 services for a government.

Page 16

1 Those are not -- that's not working for.
 2 That's simply a service agreement the way they describe
 3 it. And, again, there's nothing in here that says that
 4 there are all these additional requirements to exempt an
 5 entity under BIPA.

6 THE COURT: So summarize for me in terms of the time
 7 requirement that you say is the requirement that applies
 8 here that was working for that unit of government. The
 9 allegation is that this plaintiff worked for Pexco during
 10 what period, and your affidavit or other proof says that
 11 they were a government subcontractor during what period?
 12 What are the dates we're talking about?

13 MS. KAYS: Yes. So the government contract that
 14 we've cited to, that began in 2013.

15 THE COURT: When you say "government contract,"
 16 which one? Federal or the City?

17 MS. KAYS: I'm talking about the City right now.

18 THE COURT: Okay.

19 MS. KAYS: So Pexco contracted with Chicago Surface
 20 Mount Flexible Tubular Markets that began in 2013. It
 21 continued. It was still in effect in 2016 per the
 22 declaration. And it's --

23 THE COURT: For the record, the declaration was
 24 attached to the reply?

Page 17

1 MS. KAYS: Correct. And --

2 THE COURT: Okay. That is Exhibit what?

3 MS. KAYS: That is Exhibit 1. No. Sorry. Excuse
 4 me. So it's Exhibit A. And Exhibit A also has an
 5 Exhibit 1 and 2 attached to it. Actually, excuse me.
 6 Yes.

7 And just to clarify, Your Honor, during the
 8 course of -- after filing our motion, we attached this
 9 declaration to our reply because we had discovered
 10 information from our clients. We asked to refile the
 11 motion before plaintiff opposed it. They declined and
 12 said that they were okay with us raising this in our
 13 reply, which is --

14 THE COURT: Then we had the sur-reply?

15 MS. KAYS: Correct, yes.

16 THE COURT: Okay.

17 MS. KAYS: So that contract has continued as of the
 18 dates of the declaration, which -- excuse me -- it was
 19 right before we filed this, so April 2023. The contract
 20 was still in effect. There was also --

21 THE COURT: But the allegation is that the plaintiff
 22 left in 2016?

23 MS. KAYS: She worked there in -- I believe she --
 24 in 2016, correct. So this government contract that we

Page 18

1 are referring to was in place when she was employed.

2 THE COURT: All right. And what is the -- we don't
 3 have a -- we don't have any class certified yet, but what
 4 was the proposed class definition?

5 Ms. Seaman-Grant, people who worked at
 6 defendants through what?

7 MS. SEAMAN-GRANT: In 2016.

8 THE COURT: 2016?

9 MS. SEAMAN-GRANT: Yes.

10 THE COURT: And that was the cutoff?

11 MS. SEAMAN-GRANT: Yes. I'm just confirming, but --

12 MS. KAYS: The lawsuit was filed April 30th, 2021.

13 THE COURT: All right. I guess it doesn't have --
 14 it doesn't have a time built into the damages, it looks
 15 like, in the complaint.

16 Okay. All right. Anything else in rebuttal?

17 MS. KAYS: No. I mean, one thing, again, that we
 18 raise in our briefs is that if we had to prove that a
 19 certain plaintiff was specifically performing work for a
 20 specific contract, which, again, we argue there's nothing
 21 in legislative intents that -- and there's nothing that
 22 plaintiff can cite to other than their own inferences,
 23 and there's nothing in the language that says that. But
 24 if we did, then we would have to treat this employee

6 (Pages 15 to 18)

Lucia Miranda v. Pexco, LLC
 Proceedings had on 8/23/2023

Page 19

1 differently any day that they worked on a different
 2 contract.

3 And so it's just -- it's not feasible. It's
 4 not something that is indicated anywhere within the
 5 statute or legislature that this is how this entity that
 6 is a government contractor should be treated. It's a
 7 broad exemption, and we ask that the Court find that the
 8 plaintiff -- or that the defendant, my client, is exempt
 9 under that.

10 And then with respect to the recklessness,
 11 again, there's no indication here that plaintiff has done
 12 anything other than -- the plaintiff -- excuse me.

13 There's nothing in the complaint that asserts
 14 any facts to support a reckless damage. Rosenbach
 15 doesn't address the recklessness pleading standard.
 16 Instead, it says there does not need to be damages or
 17 injury to a plaintiff. But that has nothing to do with
 18 whether they can assert recklessness without supporting
 19 any -- in providing any facts to support that claim and
 20 just by simply parroting the statute alone.

21 THE COURT: Okay. I am going to give you an oral
 22 ruling. I'm going to take a recess. You've got a court
 23 reporter here. Why don't you come back in about
 24 15 minutes. Okay? You can stay in the meeting. Just

Page 21

1 defendant. It does not mean while defendant is actively
 2 working on fulfilling the government contract or while
 3 plaintiff is working on that contract. It's a temporal
 4 question. The question is, was plaintiff working for
 5 defendant during the same time that defendant had a
 6 government contract and was a government contractor or
 7 subcontractor?

8 And here, I find that defendant has proven,
 9 with an uncontested affidavit, which was attached to the
 10 reply, that defendant did have a government subcontract
 11 with the company that was a contractor for the City of
 12 Chicago during the time that plaintiff worked for
 13 defendant.

14 So I am going to grant the motion to dismiss
 15 under Section 2-619. And it does not appear to me that
 16 there is a way that that can be cured, and so it's going
 17 to be with prejudice, and we don't need to reach the
 18 2-615 arguments.

19 So what I would like the movant to do, the
 20 counsel for defendant, is to -- is to draft a simple
 21 order that says, "For the reasons explained on the
 22 record, the Court grants the motion to dismiss under
 23 Section 2-619" and attach a copy of the -- not attach it,
 24 but file a copy of the transcript sometime, let's say, in

Page 20

1 stop your video, mute yourself; and I'll come back and
 2 give you a ruling on it. Okay?

3 MS. KAYS: Thank you, Your Honor.

4 THE COURT: Thank you. Court is in recess.

5 (A short break was had.)

6 THE COURT: Thank you for your arguments.

7 First of all, I will talk about the 2-619
 8 argument. This is defendant's argument under
 9 Section 2-619(a)(9), which says that there's other
 10 affirmative matter that defeats the claim. Defendant has
 11 the burden to plead and prove on the 2-619 that there is
 12 this affirmative matter and that because of the
 13 affirmative matter, plaintiff cannot prevail even if the
 14 allegations of the complaint are all true.

15 So defendant argued that it is exempt from
 16 BIPA under Section 25(e) of BIPA, which provides that
 17 nothing in this act shall be construed by/to a
 18 contractor, subcontractor, or agent of a state agency or
 19 unit of local government, whether working for that state
 20 agent or unit of local government.

21 So the key issue here is the phrase "when
 22 working for." What does "when working for" mean? And my
 23 finding is that that means that it is during the same
 24 period of time that plaintiff was working for the

Page 22

1 the next week.

2 Okay?

3 MS. SEAMAN-GRANT: Yes. Thank you, Your Honor.

4 THE COURT: Okay. So that will be -- I also want
 5 the order to indicate that that's a final order disposing
 6 of all matters.

7 MS. KAYS: Your Honor, should we write in there that
 8 it grants the motion with prejudice?

9 THE COURT: Yes.

10 MS. KAYS: Thank you, Your Honor.

11 THE COURT: Okay. Good. And so we'll look for that
 12 order, if not later this afternoon -- it shouldn't be
 13 that difficult -- but by tomorrow morning, the latest,
 14 okay, after you run that past plaintiff's counsel.

15 MS. KAYS: Thank you, Your Honor.

16 THE COURT: Thank you. Court is in recess.

17 MS. SEAMAN-GRANT: Thanks, Your Honor.

18 (Whereupon, the hearing concluded at
 19 3:02 p.m.)

20 (Which were all the proceedings had
 21 in the above-entitled cause on this
 22 date.)
 23
 24

7 (Pages 19 to 22)

Lucia Miranda v. Pexco, LLC
Proceedings had on 8/23/2023

Page 23


1 STATE OF ILLINOIS)
2) SS.
3 COUNTY OF COOK)
4

5 Tina M. Hickey, being first duly sworn, on oath
6 says that she is a Certified Shorthand Reporter
7 doing business in the City of Chicago, County of Cook and
8 the State of Illinois;

9 That she reported in shorthand the proceedings
10 had at the foregoing hearing via videoconference;

11 And that the foregoing is a true and correct
12 transcript of her shorthand notes so taken as aforesaid
13 and contains all the proceedings had at the said hearing.

14 Witness my official signature as a Certified
15 Shorthand Reporter in the State of Illinois on
16 September 11th, 2023.

17
18 
19 TINA M. HICKEY, CSR
161 North Clark Street
Suite 3050
Chicago, Illinois 60601
Phone: 312.361.8851



21
22
23 CSR No. 084-003858
24

Lucia Miranda v. Pexco, LLC
 Proceedings had on 8/23/2023

Page 24

A	appellate 15:17	behalf 2:6,11 3:11 4:8,17,19	CHANCERY 1:2	companies 10:19
able 12:24	applied 12:6	believe 6:14,19 6:24 8:16 17:23	Chicago 2:4,9 4:15 7:10 9:8 11:7,22 12:3,5 12:9 16:19 21:12 23:7,20	company 1:8 10:22 21:11
above-entitled 1:12 22:21	applies 11:23 15:13 16:7	biometric 9:2 10:12,23 11:2 14:22 15:1	Circuit 1:1 4:1	complaint 6:22 18:15 19:13 20:14
accurately 9:1	apply 3:20 14:4 15:3	BIPA 4:9,14 5:16,22 9:14 9:15,20 10:3 10:24 13:8,11 13:14,15,20 16:5 20:16,16	circumstance 9:16	completely 7:14
act 3:20 4:5,6 11:19,20,23 12:1,6,20,23 13:2,13 14:7 20:17	appropriate 10:6	blanket 9:13	cite 5:21 8:2,13 9:23 11:22 13:5 15:8 18:22	comply 14:6,10
acted 13:17	April 17:19 18:12	break 20:5	cited 4:22 5:23 5:24 6:4,7,13 6:18 15:6 16:14	concluded 22:18
actively 21:1	argue 7:20,22 18:20	brief 9:23	City 7:10 9:8 11:7,21 12:3,4 12:9 16:16,17 21:11 23:7	conclusory 5:16
addition 4:22	argued 20:15	briefly 11:16	claim 5:10,19,22 6:5,5 19:19 20:10	conduct 5:18 6:9
additional 16:4	argument 3:4 7:8 9:12 10:7 10:12 11:18,19 12:3,5,7,13 13:7,9,17 14:2 14:18 15:7 20:8,8	burden 20:11	claims 5:14	confirming 18:11
address 19:15	arguments 3:14 20:6 21:18	business 23:7	clarify 17:7	considered 12:16
admission 14:16	arose 9:20	by/to 20:17	Clark 23:19	consistent 9:21 10:4
affidavit 16:10 21:9	asked 15:2 17:10	Campbell-Ew... 9:23	class 18:3,4 class's 7:12	constitutes 13:13
affirmative 20:10,12,13	asking 6:16 7:24	care 13:8,12,16 13:18	clear 5:2 11:7	construction 11:24 12:4
aforesaid 23:12	assert 19:18	case 3:24 5:16 5:21 6:4,19 7:1 8:2,4,17,22 10:20 12:6,9 14:16	clearly 10:21 11:1	construed 20:17
afternoon 3:8,11 22:12	asserted 14:12	cases 5:23 6:7 6:21 13:5	client 19:8	contains 23:13
agencies 10:18	assertions 5:14	cause 1:12 22:21	clients 17:10	continued 16:21 17:17
agency 3:21,23 10:21 20:18	asserts 19:13	certain 15:20 18:19	collect 7:21,22 8:12 12:8	continuing 4:18
agent 3:21 15:14 20:18,20	attach 21:23,23	certified 18:3 23:6,14	collected 7:12 10:11,23 11:2	contract 4:4,6 4:14,17,19 7:9 7:9,18 8:7,18 8:23 9:4,9,13 9:15,17,21 10:2,14 11:1 11:13,14,17,22 12:7 14:12,14 15:21 16:13,15 17:17,19,24 18:20 19:2 21:2,3,6
agree 7:14	attached 16:24 17:5,8 21:9	CH 1:6 3:4	collecting 11:5	contracted 16:19
agreement 14:4 15:3,5 16:2	attenuated 9:16		come 19:23 20:1	contractor 3:19 3:21 4:12,21 4:23 5:3 7:8,16 8:19 10:9 14:6
ahead 11:15	August 1:14		commencing 1:14	
allegation 12:19 16:9 17:21	authority 8:11 11:9,10		common 13:10 13:14	
allegations 20:14	awarded 5:20			
allege 6:22	B			
alleged 9:20	back 19:23 20:1			
analogy 15:21	based 4:9			
Appeals 4:1	basis 5:4			
appear 14:13 21:15	began 16:14,20			
APPEARAN... 2:1	beginning 4:10			

Lucia Miranda v. Pexco, LLC
 Proceedings had on 8/23/2023

Page 25

15:9,11,13,23 19:6 20:18 21:6,11 contractors 3:18 4:24 5:1 7:11 10:5 11:23 contracts 7:9,20 7:23 8:21 contractual 12:10 contrast 9:5 11:4 Cook 1:1 23:3,7 copy 21:23,24 correct 5:7 7:15 17:1,15,24 23:11 counsel 21:20 22:14 County 1:1,2 23:3,7 course 17:8 court 1:1,14 3:3 3:10,13 4:1 5:6 5:8,21 6:1,10 6:16,20 7:4,6 8:14 10:7 11:15 12:15,18 12:19 13:24 14:21 15:2,17 16:6,15,18,23 17:2,14,16,21 18:2,8,10,13 19:7,21,22 20:4,4,6 21:22 22:4,9,11,16 22:16 creating 12:2 CSR 23:18,23 CSX 5:24 cured 21:16 cutoff 18:10	damages 5:10 5:17,19,20 6:2 6:6,8,11,15,17 6:22 7:3 12:15 12:21,24 13:20 18:14 19:16 Danielle 2:7 3:11 data 11:3,6 date 22:22 dates 16:12 17:18 day 19:1 decided 3:24 8:3 9:7 12:18 decision 4:2 decision-maki... 11:9 declaration 4:16 16:22,23 17:9 17:18 declined 17:11 deemed 15:10 defeats 20:10 defendant 1:9 2:11 3:12,15 3:19 7:14 8:4 19:8 20:10,15 21:1,1,5,5,8,10 21:13,20 defendant's 11:18 20:8 defendants 4:17 18:6 defines 13:12 definition 18:4 Delaware 1:7 delegate 11:8 delegated 8:11 delegation 8:8 DEPARTME... 1:2 derivative 9:22 9:24 10:4 describe 16:2	determining 13:20 difference 4:24 8:14 9:10 different 15:23 19:1 differently 19:1 difficult 22:13 direct 8:7 discovered 17:9 dismiss 3:5,17 4:9 5:4,5 21:14 21:22 disposing 22:5 disseminated 10:11 dissimilar 11:4 distinguish 14:24 distinguishes 5:12,15 District 8:2 DIVISION 1:2 dkays@seyfar... 2:10 doing 8:15 23:7 dollars 6:17 draft 21:20 Drive 2:8 duly 23:5	8:24 11:9 15:20 18:24 enforcement 10:18 enhanced 6:10 Enriquez 4:1 8:2,3,4 entire 8:5 entirely 9:21 entities 8:22 13:16 entitled 5:17 12:23 entitlement 12:21 entity 4:3,8 7:15 7:18 8:6 9:1,14 10:1,8 11:10 12:23 13:1,19 15:13 16:5 19:5 essentially 13:10 establish 12:22 evaluating 13:19 evidence 4:16 5:11 7:19 8:10 8:13 example 10:18 exception 8:1,20 15:11 excuse 15:12 17:3,5,18 19:12 exempt 4:21 9:15 10:9,24 16:4 19:8 20:15 exempted 3:18 exemption 4:7,9 4:14 9:14 10:8 11:12 14:4,17 15:3 19:7 Exhibit 17:2,3,4 17:4,5	existence 8:5 exists 10:5 expansion 8:1 explained 21:21 explicit 8:17 9:3 explicitly 8:23 extent 13:17
F				
				fact 8:15 facts 5:19 6:18 19:14,19 fails 14:18 failure 5:10 7:2 fall 14:17 feasible 19:3 federal 4:23,24 7:9 9:8,22 10:5 12:11 16:16 file 21:24 filed 17:19 18:12 filing 17:8 final 22:5 find 19:7 21:8 finding 20:23 fingerprint 11:6 fingerprinter 15:22 fingerprinting 7:19 10:19,20 10:22 fingerprints 7:13,21 10:23 first 4:1 8:2 20:7 23:5 fixes 13:11,15 Flexible 4:15 16:20 Floor 2:3 follow 13:16 foregoing 23:10 23:11 frequently 10:19 fulfilling 8:5
D damage 19:14		E E 2:2 E-mail 2:5,10 EDELSON 2:2 effect 16:21 17:20 effectively 7:24 either 6:19 12:11 element 5:22 6:4 embrace 9:18 employed 18:1 employee 7:21 7:23 8:8,9,12		

Lucia Miranda v. Pexco, LLC
 Proceedings had on 8/23/2023

Page 26

10:1 21:2 fulfillment 7:20 functions 10:1 further 13:7 <hr/> G <hr/> give 19:21 20:2 given 14:16 gives 9:13 Go 11:15 going 19:21,22 21:14,16 Gomez 9:23 good 3:7,7,11 22:11 government 3:18,22,23 4:6 4:12,13,20 5:1 5:3 7:7,8,16,18 8:7,18,19,21 8:23 9:9,13,15 9:17 10:2,10 10:11,21 11:1 11:2,12,14,17 12:12 15:9,10 15:15,16,22,24 16:8,11,13,15 17:24 19:6 20:19,20 21:2 21:6,6,10 grant 7:6 21:14 grants 21:22 22:8 guess 3:8 18:13 <hr/> H <hr/> hear 3:14 hearing 1:11 22:18 23:10,13 heightened 6:2 7:3 help 10:17 Hickey 23:5,18 highly 10:4 Honor 3:8,16	5:23 7:5,7 8:16 10:16 11:16 12:2,15 13:4 13:23 14:1 17:7 20:3 22:3 22:7,10,15,17 HONORABLE 1:13 hoops 15:20 hour 11:21 hours 8:9 14:15 hypothetical 10:17 <hr/> I <hr/> Illinois 1:1 2:4,9 12:1 23:1,8,15 23:20 immunity 9:22 9:24 10:4 implement 9:7 implication 15:9 impose 13:10 included 8:7 including 4:10 4:19 incorporate 13:14 indicate 22:5 indicated 19:4 indication 19:11 individual 4:7 Individually 1:4 inferences 18:22 information 10:12 17:10 injury 19:17 inquiry 4:3 7:15 15:18 instance 8:24 9:2,22 10:22 11:8 instances 11:8 intent 15:7 intents 14:20	18:21 interfere 8:21 internal 9:6 interpret 4:2 interprets 7:16 invoices 4:18 issue 3:24 20:21 issued 4:18 <hr/> J <hr/> Judge 1:13 jump 15:19 <hr/> K <hr/> Kays 2:7 3:11 3:11,16 5:7,9 5:23 6:7,13,18 6:24 7:5 14:1 14:23 16:13,17 16:19 17:1,3 17:15,17,23 18:12,17 20:3 22:7,10,15 key 20:21 know 5:11 8:9 11:5 14:18 15:8,21 <hr/> L <hr/> laborers 14:8 language 3:17 7:17 9:11 15:6 15:11 18:23 LaSalle 2:3 latest 22:13 law 4:23 9:22 10:18 13:10,14 laws 14:11 lawsuit 18:12 left 17:22 legislative 14:19 15:7 18:21 legislature 8:20 19:5 let's 21:24	liability 1:8 limited 1:7 9:24 liquidated 12:15 12:21,24 LLC 1:7 3:3 LLP 2:7 local 3:22,23 4:13 5:1,2 12:11 15:14,16 20:19,20 look 3:13 14:10 22:11 looking 10:15 looks 13:12 18:14 LUCIA 1:4 <hr/> M <hr/> M 2:7 23:5,18 Markets 4:15 16:20 mass 8:1 matter 9:16 20:10,12,13 matters 22:6 MCLEAN 1:13 mean 7:17 9:14 18:17 20:22 21:1 meaning 12:1 means 9:11,19 20:23 mechanics 14:8 meet 12:14 meeting 19:24 merely 9:13 11:13 MEYERSON 1:13 minutes 19:24 Miranda 1:4 3:3 morning 3:7 22:13 motion 3:4 5:6,9 17:8,11 21:14	21:22 22:8 Mount 4:15 16:20 movant 3:15 21:19 move 3:17 5:4,5 5:10 11:17 moving 4:8 6:14 mute 20:1 muted 3:10 <hr/> N <hr/> narrow 9:19 Navy 4:1 11:8 necessary 13:6 need 8:23,24 13:16 19:16 21:17 needed 8:12 needs 10:13 11:12 12:20 15:9 negligence 6:19 6:23,24 7:1 13:10,15 negligently 13:1 North 2:3 23:19 notes 23:12 number 5:23 nutshell 5:11 <hr/> O <hr/> oath 23:5 obligation 12:10 obligations 8:5 offhand 7:1 official 23:14 Oh 6:13 okay 3:10 5:8 7:4 11:15 16:18 17:2,12 17:16 18:16 19:21,24 20:2 22:2,4,11,14 opinion 9:10
--	--	--	--	--

Lucia Miranda v. Pexco, LLC
 Proceedings had on 8/23/2023

Page 27

opposed 17:11 opposition 14:2 oral 19:21 order 6:8,21 11:6 15:10 21:21 22:5,5 22:12 ordinances 14:11 <hr/> <p style="text-align: center;">P</p> <hr/> p.m 1:14 22:19 PAMELA 1:13 parroting 19:20 part 9:9 10:23 10:24 parties 8:22 parts 11:6 pay 14:8 PC 2:2 people 18:5 perform 10:20 12:10 performing 4:3 11:24 15:18 18:19 performs 15:23 period 16:10,11 20:24 permitted 9:2 Pexco 1:7 3:3 4:10,11 7:8,10 7:16,18,24 8:10 9:7 11:5 12:3,10 13:4 13:17 16:9,19 Pexco's 9:12 12:13 13:7,8 Phone 2:4,9 23:20 phrase 20:21 piece 8:12 Pier 4:1 11:8 place 10:15 18:1 plaintiff 1:5 2:6	3:9 4:5,11 5:17 12:20 14:24 15:6 16:9 17:11,21 18:19 18:22 19:8,11 19:12,17 20:13 20:24 21:3,4 21:12 plaintiff's 7:12 11:18 14:2,16 22:14 plastic 7:20 11:6 12:2 plead 6:2,5,8 7:2 20:11 pleading 5:15 12:14,17 13:2 13:3,5,6 19:15 pled 5:22 point 8:19 pointed 13:4 policies 8:9 policy 9:7 portion 6:15 11:22 prejudice 21:17 22:8 premised 8:5 present 4:12 presumably 8:20 presuming 14:19 pretty 11:7 prevail 20:13 prevailing 11:19 11:20,23 12:1 12:6 14:5,9 private 8:22 9:1 10:19,22 11:10 problem 7:10,16 proceedings 1:11 3:1 22:20 23:9,13 produce 11:6	proof 16:10 proposed 7:12 18:4 prove 12:20,24 15:10 18:18 20:11 proven 21:8 provide 7:18 provided 4:16 8:10 provides 20:16 providing 19:19 provision 5:20 14:5 public 8:6 11:24 12:4 purely 15:7 pursuant 7:23 8:6 10:2 <hr/> <p style="text-align: center;">Q</p> <hr/> query 3:19 question 6:20 13:22 21:4,4 <hr/> <p style="text-align: center;">R</p> <hr/> raise 11:19 18:18 raises 7:8 raising 17:12 rate 14:9 rates 14:5 reach 21:17 reading 9:19 10:3 ready 3:14 really 9:6 reasonable 13:18 reasonableness 13:9 reasonably 13:18 reasons 21:21 rebuttal 13:24	18:16 recess 19:22 20:4 22:16 reckless 5:17,20 6:8,10 19:14 recklessly 13:1 recklessness 6:15 7:3 19:10 19:15,18 record 16:23 21:22 references 4:7 referring 18:1 refile 17:10 regarding 12:14 regardless 5:2 15:5 regulations 14:11 related 7:19 9:20 10:13 11:12 relevance 13:22 relevant 13:19 13:20 reply 16:24 17:9 17:13 21:10 report 1:11 11:21 reported 23:9 reporter 19:23 23:6,15 request 6:16 required 7:21 7:22 8:15 9:9 11:20 12:8 14:3,15 15:2 requirement 8:17 9:3 12:17 13:3,5 16:7,7 requirements 14:7 16:4 respect 4:13 19:10 response 11:18	right 3:13 5:6 7:6 9:6 14:22 16:17 17:19 18:2,13,16 Rogers 5:24 roles 10:1 Rosenbach 12:18,22 19:14 roundly 14:6 rules 14:11 ruling 19:22 20:2 run 22:14 <hr/> <p style="text-align: center;">S</p> <hr/> satisfied 11:13 says 3:20 4:5 6:4 7:1 8:23 9:24 10:8,8 11:23 12:22 14:9,14 15:12,13,15,19 16:3,10 18:23 19:16 20:9 21:21 23:6 Seaman-Grant 2:2 3:7,8 7:7 8:16 10:16 11:16 18:5,7,9 18:11 22:3,17 Section 10:9 14:10 20:9,16 21:15,23 seek 6:8,21 12:21 seen 6:24 sense 9:1,18 September 23:16 service 16:2 services 4:4 15:18,24 set 8:9,9 SEYFARTH 2:7 SHAW 2:7 short 20:5
---	--	--	--	--

Lucia Miranda v. Pexco, LLC
 Proceedings had on 8/23/2023

Page 28

shorthand 23:6 23:9,12,15 show 6:2 7:11 12:21 showing 10:14 shows 4:17,17 sic 4:15 signature 23:14 similar 8:10 Similarly 1:4 simple 15:12 21:20 simply 7:17 12:22 13:14,18 13:21 15:12,12 16:2 19:20 Situated 1:4 situation 9:5 sorry 5:12 17:3 sort 13:8 South 2:8 specific 18:20 specifically 4:12 6:1 14:14 15:4 18:19 spoken 15:17 SS 23:2 stage 13:2,6,21 13:21 standard 12:14 13:8,9,11,11 13:15,16 19:15 starting 3:14 state 3:21,22 4:24 5:10 15:14,15 20:18 20:19 23:1,8 23:15 stated 4:9,13 6:7 statement 5:16 5:18 status 4:20 statute 3:20 10:8 13:11 15:6 19:5,20	statutes 3:18 stay 19:24 stop 20:1 Street 2:3 23:19 stricken 7:2 strike 5:5,10,12 6:14,16 subcontract 21:10 subcontractor 3:21 8:1 15:14 16:11 20:18 21:7 substantive 12:16 13:2 suggest 4:2 6:18 Suite 2:8 23:19 summarize 16:6 super 11:4 support 5:19 19:14,19 supporting 19:18 supposed 14:6,7 14:9 Supreme 12:18 12:19 sur-reply 11:19 17:14 Surface 4:15 16:19 sworn 23:5 system 14:22 15:1	20:3,4,6 22:3 22:10,15,16 Thanks 22:17 thing 18:17 things 8:8 15:10 think 6:13 10:5 10:16 11:7 14:17,24 thousand 6:17 thousand-dollar 6:21 time 7:23 8:8,12 8:24 9:2 10:11 10:13 11:21 12:10 14:3 15:3 16:6 18:14 20:24 21:5,12 timekeeping 11:9 12:8 Tina 23:5,18 told 8:11 tomorrow 22:13 top 14:19 touch 11:17 track 8:8,23,24 14:3,15,21 15:2 tracked 14:23 15:1 tracking 9:3 11:21 12:11 15:4 transcript 21:24 23:12 treat 18:24 treated 19:6 true 20:14 23:11 tubes 12:2 Tubular 4:15 16:20 two 7:8	21:9 understand 10:7 understanding 10:6 unit 3:22,23 4:13 5:3 10:9 10:10,10 12:11 15:14,16,22 16:8 20:19,20 universally 9:15 use 9:2 10:19	work 4:6,18 11:24 12:4 18:19 worked 4:11 16:9 17:23 18:5 19:1 21:12 workers 14:8,15 working 3:22 7:11,15,17 8:9 9:11,12,19 10:3,10,21 11:1,11 15:15 15:20,22 16:1 16:8 20:19,22 20:22,24 21:2 21:3,4 write 22:7
			V	
			v 9:23	
			video 20:1	
			videoconference 1:12 2:1 3:2 23:10	
			view 11:11	
			violated 12:23 13:1,19	X
			violation 12:20 13:12,13	Y
			violations 9:20	Z
			vs 1:6 3:3 4:1 5:24	Zoe 2:2 3:8
				zseaman-gran... 2:5
			W	0
			Wacker 2:8	02127 1:6
			wage 11:19,20 11:21,23 12:1 12:6,8 14:5	084-003858 23:23
			wages 14:8,9	1
			want 8:21 11:16 22:4	1 17:3,5
			way 11:5 16:2 21:16	1,000 6:5,12
			we'll 22:11	11th 23:16
			we're 3:4 4:8 6:14 16:12	14th 2:3
			we've 4:16,22 6:7 16:14	15 19:24
			week 22:1	161 23:19
			Witness 23:14	2
			word 10:6	2 5:9 17:5
				2-615 21:18
				2-619 5:6 20:7 20:11 21:15,23
			U	
			uncontested	

Lucia Miranda v. Pexco, LLC
 Proceedings had on 8/23/2023

Page 29

2-619(a)(9) 20:9 2:11 1:14 2013 4:10 5:3 16:14,20 2016 4:11,20 16:21 17:22,24 18:7,8 2021 1:6 3:4 18:12 2023 1:14 17:19 23:16 2127 3:4 233 2:8 23rd 1:14 25(e) 10:9 20:16 <hr/> 3 <hr/> 3.3 14:10 3.3.1 14:11 3:02 22:19 3050 23:19 30th 18:12 312.361.8851 23:20 312.460.5000 2:9 312.589.6370 2:4 350 2:3 <hr/> 4 <hr/> 5 <hr/> 5,000 6:3,11 5/2-615 5:9 <hr/> 6 <hr/> 60601 23:20 60606 2:9 60654 2:4 <hr/> 7 <hr/> 8 <hr/> 8000 2:8				
--	--	--	--	--

Royal Reporting Services, Inc.
 312.361.8851